

# EXHIBIT A

CAUSE NO. **2017CI16614**

JUAN GARCIA

V.

AMERICAN SECURITY  
INSURANCE COMPANY

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§

IN THE DISTRICT COURT

438

JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff JUAN GARCIA, files this Original Petition against AMERICAN SECURITY INSURANCE COMPANY ("AMERICAN SECURITY" or the "INSURANCE DEFENDANT"), and in support thereof, would show as follows:

**I.**  
**DISCOVERY CONTROL PLAN LEVEL**

Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

**II.**  
**PARTIES AND SERVICE**

Plaintiff resides in Bexar County, Texas.

Defendant AMERICAN SECURITY is in the business of insurance in the State of Texas. The insurance business done by INSURANCE DEFENDANT in Texas includes, but is not limited to, the following:

- The making and issuing of contracts of insurance with the Plaintiff;
- The taking or receiving of application for insurance, including the Plaintiff's application for insurance;
- The receiving or collection of premiums, commissions, membership fees, assessments, dues or other consideration for any insurance or any part thereof, including any such consideration or payments from the Plaintiff; and
- The issuance or delivery of contracts of insurance to residents of this state or a person authorized to do business in this state, including the Plaintiff.

This defendant may be served with personal process, by its registered agent, Corporation Service Company, 211 East 7<sup>th</sup> Street Suite 620, Austin, Texas 78701 or wherever else it may be found.

### **III.** **JURISDICTION AND VENUE**

Venue is appropriate in Bexar County, Texas because all or part of the conduct giving rise to the causes of action were committed in Bexar County, Texas and the Plaintiff and property which is the subject of this suit are located in Bexar County, Texas.

Accordingly, venue is proper pursuant to Texas Civil Practice & Remedies Code §15.002.

### **IV.** **FACTS**

Plaintiff is the owner of a Texas Homeowner's Insurance Policy (hereinafter referred to as "the Policy"), which was issued by INSURANCE DEFENDANT.

Plaintiff owns the insured property, which is specifically located at, 1103 Mariposa Drive, San Antonio, Texas 78201, (hereinafter referred to as "the Property").

INSURANCE DEFENDANT sold the Policy insuring the Property to Plaintiff.

During the terms of said Policy, on or about February 15, 2017 under Policy No. MLR803356101 and Claim No. 00200877046, Plaintiff sustained covered losses in the form

of wind and/or hail damage and damages resulting therefrom, and Plaintiff timely reported same pursuant to the terms of the Policy. Plaintiff asked that INSURANCE DEFENDANT cover the cost of repairs to the Property pursuant to the Policy. INSURANCE DEFENDANT failed to conduct a full, fair and adequate investigation of Plaintiff's covered damages.

As detailed in the paragraphs below, INSURANCE DEFENDANT wrongfully denied Plaintiff's claim for repairs to the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff. Furthermore, INSURANCE DEFENDANT failed to pay Plaintiff's claim by not providing full coverage for the damages sustained by Plaintiff.

To date, INSURANCE DEFENDANT continues to delay in the payment for the damages to the Property.

INSURANCE DEFENDANT failed to perform its contractual duty to adequately compensate Plaintiff under the terms of their Policy. Specifically, INSURANCE DEFENDANT refused to pay the full proceeds of the Policy after conducting an outcome-oriented investigation, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery under the Policy have been carried out and accomplished by Plaintiff. INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff.

Pleading further, INSURANCE DEFENDANT misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. INSURANCE DEFENDANT'S conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT failed to make an attempt to settle Plaintiff's claim in a fair manner, although it was aware of its liability to Plaintiff under the Policy. Its conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT failed to explain to Plaintiff any valid reason for its coverage denial and offer of an inadequate settlement. Specifically, it failed to offer Plaintiff full compensation, without any valid explanation why full payment was not being made. Furthermore, INSURANCE DEFENDANT did not communicate that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiff's claim. INSURANCE DEFENDANT conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated time of receiving notice of Plaintiff's claim. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.

Further, INSURANCE DEFENDANT failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Its conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT failed to meet its obligations under the Texas Insurance Code regarding payment of claims without delay. Specifically, it has delayed full payment of Plaintiff's claim and, to date, Plaintiff has not received full payment for the claim. Its conduct

constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

From and after the time Plaintiff's claim was presented to INSURANCE DEFENDANT, its liability to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, it has refused to pay Plaintiff in full, despite there being no basis whatsoever upon which a reasonable insurance company would have relied to deny the full payment. INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing.

Additionally, INSURANCE DEFENDANT knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

Because of INSURANCE DEFENDANT'S wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing Plaintiff with respect to these causes of action.

**V.**

**CAUSES OF ACTION AGAINST INSURANCE DEFENDANT**

**A. BREACH OF CONTRACT**

INSURANCE DEFENDANT'S conduct constitutes a breach of the insurance contract between it and Plaintiff. Defendant's failure and/or refusal, as described above, to pay Plaintiff adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiff.

**B. NONCOMPLIANCE WITH TEXAS INSURANCE CODE:**

**1. UNFAIR SETTLEMENT PRACTICES**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices: TX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though its liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

INSURANCE DEFENDANT'S unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**2. THE PROMPT PAYMENT OF CLAIMS**

INSURANCE DEFENDANT'S conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

INSURANCE DEFENDANT'S failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.

INSURANCE DEFENDANT'S failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.056.

INSURANCE DEFENDANT'S delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

**C. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

INSURANCE DEFENDANT'S conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds pursuant to insurance contracts.

INSURANCE DEFENDANT'S failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, it knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**VI.**  
**KNOWLEDGE**

Each of the acts described above, together and singularly, was done "knowingly" by INSURANCE DEFENDANT as that term is used in the Texas Insurance Code, and was a producing cause of Plaintiff's damages described herein.



**VII.**  
**DAMAGES**

Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the proximate and producing causes of the damages sustained by Plaintiff.

As previously mentioned, the damages caused by the covered losses have not been properly addressed or repaired in the months since the loss occurred, causing further damage to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of INSURANCE DEFENDANT'S mishandling of Plaintiff's claim in violation of the laws set forth above.

For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.

For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff asks for three times the actual damages. TEX. INS. CODE §541.152.

For noncompliance with the Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of Plaintiff's claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.

For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, losses due to nonpayment of the amount the insurer owed, and exemplary damages.

For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

### VIII.

In addition, as to any exclusion, condition, or defense pled by INSURANCE DEFENDANT, Plaintiff would show that:

The clear and unambiguous language of the policy provides coverage for damage caused by losses made the basis of Plaintiff's claim, including the cost of access to fix the damages;

In the alternative, any other construction of the language of the policy is void as against public policy;

Any other construction and its use by the INSURANCE DEFENDANT violates the Texas Insurance Code section 541 et. seq. and is void as against public policy;

Any other construction is otherwise void as against public policy, illegal, and violates state law and administrative rule and regulation.

In the alternative, should the Court find any ambiguity in the policy, the rules of construction of such policies mandate the construction and interpretation urged by Plaintiff;

In the alternative, INSURANCE DEFENDANT is judicially, administratively, or equitably estopped from denying Plaintiff's construction of the policy coverage at issue;

In the alternative, to the extent that the wording of such policy does not reflect the true intent of all parties thereto, Plaintiff pleads the doctrine of mutual mistake requiring information.

**IX.**  
**REQUEST FOR DISCLOSURES**

Pursuant to the Texas Rules of Civil Procedure 194, Plaintiff requests that INSURANCE DEFENDANT provide the information required in a Request for Disclosure.

**X.**  
**FIRST REQUEST FOR PRODUCTION TO INSURANCE DEFENDANT**

- 1) Produce the INSURANCE DEFENDANT's complete claim file (excluding all privileged portions) in your possession for Plaintiff's property relating to or arising out of any damages caused by the loss for which INSURANCE DEFENDANT opened a claim under the Policy. Please produce a privilege log for any portions withheld on a claim of privilege.
- 2) Produce all non-privileged emails and other forms of communication between INSURANCE DEFENDANT, its agents, adjusters, employees, or representatives and the adjuster, and/or their agents, adjusters, representatives or employees relating to, mentioning, concerning or evidencing the Plaintiff's property which is the subject of this suit.
- 3) Produce any complete claim file (excluding all privileged portions) in the INSURANCE DEFENDANT's possession for the Plaintiff/insured and/or for the Plaintiff's property as listed in the Plaintiff's Original Petition, relating to or arising out of any claim for damages which INSURANCE DEFENDANT opened a claim under any policy. Please produce a privilege log for any portions withheld on a claim of privilege.

**XI.**

As required by Rule 47(b), Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c), Texas Rules of Civil Procedure, Plaintiff's counsel states that Plaintiff seeks monetary relief, the maximum of which is over \$100,000 but not more than \$200,000. The amount of monetary relief actually awarded, however, will ultimately be determined by a jury. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

**XII.**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that INSURANCE DEFENDANT be cited to appear and answer herein; that, on final hearing, Plaintiff have judgment against INSURANCE DEFENDANT for an amount, deemed to be just and fair by the jury, which will be a sum within the jurisdictional limits of this Court; for costs of suit; for interest on the judgment; for pre-judgment interest; and, for such other and further relief, in law or in equity, either general or special, including the non-monetary relief of declaratory judgment against the INSURANCE DEFENDANT, to which Plaintiff may be justly entitled.

Respectfully submitted,

KETTERMAN ROWLAND & WESTLUND  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232  
Telephone: (210) 490-7402  
Facsimile: (210) 490-8372

BY: /s/ Robert A. Pollom  
Robert A. Pollom  
State Bar No. 24041703  
[robert@krwlawyers.com](mailto:robert@krwlawyers.com)  
Jake S. Rogiers  
State Bar No. 24069066  
[jake@krwlawyers.com](mailto:jake@krwlawyers.com)

ATTORNEYS FOR PLAINTIFF

**PLAINTIFF REQUESTS A TRIAL BY JURY**

# EXHIBIT B



## Notice of Service of Process

null / ALL  
Transmittal Number: 17239021  
Date Processed: 10/09/2017

**Primary Contact:** Ms. Mona Cohen  
Assurant  
11222 Quail Roost Drive  
Miami, FL 33157-6596

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<b>Entity:</b>	American Security Insurance Company Entity ID Number 1874436
<b>Entity Served:</b>	American Security Insurance Company
<b>Title of Action:</b>	Juan Garcia vs. American Security Insurance Company
<b>Document(s) Type:</b>	Citation/Petition
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Bexar County District Court, Texas
<b>Case/Reference No:</b>	2017CI16614
<b>Jurisdiction Served:</b>	Texas
<b>Date Served on CSC:</b>	10/06/2017
<b>Answer or Appearance Due:</b>	10:00 am Monday next following the expiration of 20 days after service
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Robert A. Pollom 210-490-7402

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

PRIVATE PROCESS



2017CI16614 S00001

Case Number: 2017-CI-16614

**JUAN GARCIA****VS.****AMERICAN SECURITY INSURANCE COMPANY**

(Note: Attached Document May Contain Additional Litigants.)

IN THE DISTRICT COURT  
438th JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS**CITATION****"THE STATE OF TEXAS"**

Directed To: AMERICAN SECURITY INSURANCE COMPANY

BY SERVING ITS REGISTERED AGENT, CORPORATION SERVICE COMPANY

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this CITATION and ORIGINAL PETITION, a default judgment may be taken against you." Said ORIGINAL PETITION was filed on the 31st day of August, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 11TH DAY OF SEPTEMBER A.D., 2017.

ROBERT A POLLUM  
ATTORNEY FOR PLAINTIFF  
16500 SAN PEDRO AVE 302  
SAN ANTONIO, TX 78232-2241



**Donna Kay McKinney**  
Bexar County District Clerk  
101 W. Nueva, Suite 217  
San Antonio, Texas 78205

By: *Christopher Morrow*, Deputy

JUAN GARCIA  
VS  
AMERICAN SECURITY INSURANCE COMPANY

**Officer's Return**

Case Number: 2017-CI-16614  
Court: 438th Judicial District Court

I received this CITATION on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_M. and ( ) executed it by delivering a copy of the CITATION with attached ORIGINAL PETITION on the date of delivery endorsed on it to \_\_\_\_\_, in person on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_M. at \_\_\_\_\_ or ( ) not executed because \_\_\_\_\_

Fees: \_\_\_\_\_ Badge/PPS #: \_\_\_\_\_ Date certification expires: \_\_\_\_\_

\_\_\_\_\_, County, Texas

By: \_\_\_\_\_

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO THIS \_\_\_\_\_

\_\_\_\_\_, NOTARY PUBLIC, STATE OF TEXAS

OR: My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_, \_\_\_\_\_ County.

I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Declarant \_\_\_\_\_

ORIGINAL (DK002)

# EXHIBIT C



**CAUSE NO. 2017CI16614**

<b>JUAN GARCIA,</b>	§	<b>IN THE DISTRICT COURT</b>
	§	
<b>Plaintiff,</b>	§	
	§	
<b>v.</b>	§	<b>438TH JUDICIAL DISTRICT</b>
	§	
<b>AMERICAN SECURITY INSURANCE</b>	§	
<b>COMPANY,</b>	§	
	§	
<b>Defendant.</b>	§	<b>BEXAR COUNTY, TEXAS</b>

**DEFENDANT’S ORIGINAL ANSWER**

Defendant American Security Insurance Company files this Original Answer and Requests for Disclosure against Plaintiff Robert Castillo as follows:

**I.**  
**GENERAL DENIAL**

1. Pursuant to Texas Rule of Civil Procedure 92, Defendant asserts a general denial to all claims and causes of action asserted by Plaintiff and demands strict proof thereof by a preponderance of the evidence.

**II.**  
**VERIFIED DENIAL**

2. Plaintiff’s claims are barred, in whole or in part, because Plaintiff is not entitled to recovery in the capacity in which he sues.

**III.**  
**AFFIRMATIVE DEFENSES**

3. Plaintiff’s claims are barred, in whole or in part, because paragraph 1.b of the “General Exclusions” section of the policy excludes losses caused by earth movement, including earth sinking, rising or shifting.

4. Plaintiff’s claims are barred, in whole or in part, because paragraph 1.e in the

“General Exclusions” section of the policy excludes losses caused by your neglect, meaning your neglect to use all reasonable means to save and preserve property at and after the time of the loss.

5. Plaintiff’s claims are barred, in whole or in part, because paragraph 2.c of the “General Exclusions” section of the policy excludes losses caused by inadequate or defective; (1) planning, zoning, development, surveying, siting; (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; (3) material used in repair, construction, renovation or remodeling; or (4) maintenance.

6. Plaintiff’s claims are barred, in whole or in part, because paragraph 3.a in the “Perils Insured Against” section of the policy excludes losses caused by freezing, thawing, pressure, or weight of water or ice, whether driven by wind or not, to a (1) fence, pavement, patio or swimming pool; (2) footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure.

7. Plaintiff’s claims are barred, in whole or in part, because paragraph 3.f in the “Perils Insured Against” section of the policy excludes losses caused by: (1) wear and tear, marring, deterioration; (2) inherent vice, latent defect, mechanical breakdown; (3) smog, rust or other corrosion, fungi, mold, wet or dry rot; (4) smoke from agricultural smudging or industrial operations; (5) discharge, dispersal, seepage, migration release or escape of pollutants; (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or (7) birds, vermin, rodents, insects, or domestic animals.

8. Plaintiff’s claims are barred, in whole or in part, because Plaintiff lacked standing to assert the claims presented in the Original Petition.

9. Plaintiff’s claims are barred, in whole or in part, by the doctrines of accord and

satisfaction, ratification, consent, settlement, payment, release, acquiescence, unclean hands, and/or *in pari delicto*.

10. Plaintiff's claims are barred, in whole or in part, because Plaintiff has failed to state a claim or cause of action for punitive damages.

11. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

12. Plaintiff's claims are barred, in whole or in part, by statutes of limitations and/or the doctrine of laches.

13. Plaintiff's claims are barred, in whole or in part, by the filed rate doctrine.

14. Plaintiff's claims are barred, in whole or in part, by the doctrines of contributory and/or comparative negligence.

15. Plaintiff's claims are barred, in whole or in part, by the economic loss doctrine.

16. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to mitigate his damages.

17. Plaintiff's claims are barred, in whole or in part, because any damages suffered by Plaintiff were caused by the acts and omissions of a party or parties over whom Defendant did not exercise control or right of control.

18. Plaintiff's claims are barred, in whole or in part, because Plaintiff has failed to state a claim upon which relief can be granted. Plaintiff has failed to describe how a denial of the claim converts, what is in fact, a mere contractual claim into extra-contractual tort claims and causes of action under the Texas Insurance Code.

19. Plaintiff's claims are barred, in whole or in part, by the specific terms of the Policy contract.

20. Plaintiff's claims and allegations of "bad faith" are barred, in whole or in part, because Defendant's liability to Plaintiff was not reasonably clear. A bona fide controversy existed and continues to exist concerning Plaintiff's entitlement to insurance proceeds from Defendant, and Defendant's liability, if any, has never become reasonably clear. Accordingly, Defendant had a reasonable basis for denying Plaintiff's claim.

21. Defendant avers that any award of punitive damages to Plaintiff in this case would be in violation of the constitutional rights and safeguards provided to it under the Constitution of the State of Texas and the Constitution of the United States of America including, without limitation, that there are no constraining limitations placed on a jury's discretion in considering the imposition or amount of punitive damages, there are no meaningful trial court and appellate review mechanisms to constitutionally confirm any punitive damage award, and imposition of a punitive damage award would allow a verdict tainted by passion and prejudice.

22. Imposition of punitive damages in this case would constitute a violation of Defendant's constitutional rights under the Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution.

23. Imposition of punitive damages in this case would constitute a violation of due process and/or would be a violation of the statutory law of this state providing for a penalty. Plaintiff is not entitled to an award of punitive damages absent strict compliance with Chapter 41 of the Texas Civil Practice and Remedies Code.

24. Any award of punitive damages in this case would violate the constitutional rights and safeguards provided to Defendant under the Due Process Clause of the Fourteenth Amendment and/or Fifth Amendment to the Constitution of the United States of America and/or

under the Due Course Clause of Article I, Sections 13 and 19 of the Constitution of the State of Texas, in that punitive damages and any method of which they might be assessed are unconstitutionally vague and not rationally related to a legitimate government interest.

25. Any award of punitive damages in this case would violate the procedural and/or substantive safeguards provided to Defendant under the Fifth, Sixth, Eighth, and/or Fourteenth Amendments to the Constitution of the United States and/or under Article I, Sections 13 and 19 of the Constitution of the State of Texas, in that punitive damages are penal in nature and, consequently, Defendant is entitled to the same procedural and substantive safeguards afforded to criminal Defendants.

26. Defendant avers that it would violate the Self-Incrimination Clause of the Fifth Amendment to the Constitution of the United States of America and/or Article I, Section 10 of the Constitution of the State of Texas, to impose punitive damages against it, which are penal in nature, yet would compel them to disclose potentially incriminating documents and evidence.

27. It is a violation of the rights and safeguards guaranteed by the Constitution of the United States of America and/or the Constitution of the State of Texas to impose punitive damages against Defendant which are penal in nature by requiring a burden of proof on Plaintiff which is less than the “beyond a reasonable doubt” burden of proof required in criminal cases.

28. Defendant avers that any award of punitive damages to Plaintiff in this case will violate the Eighth Amendment to the Constitution of the United States and/or Article I, Section 13 of the Constitution of the State of Texas, in that said punitive damages would be an imposition of an excessive fine.

29. It would be unconstitutional to award any punitive damages as such would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Sections

13 and 19 of the Constitution of the State of Texas in that:

- a. Said damages are intended to punish and deter Defendant, and thus this proceeding is essentially criminal in nature;
- b. Defendant is being compelled to be a witness against itself in a proceeding essentially and effectively criminal in nature, in violation of their rights to due process;
- c. The Plaintiff's burden of proof to establish punitive damages in this proceeding, effectively criminal in nature, is less than the burden of proof required in other criminal proceedings, and thus violates Defendant's rights to due process;
- d. That inasmuch as this proceeding is essentially and effectively criminal in nature, Defendant is being denied the requirement of notice of the elements of the offense and the law and the authorities authorizing punitive damages are sufficiently vague and ambiguous so as to be in violation of the Due Process Clause of the Fifth Amendment and/or the Fourteenth Amendment of the United States Constitution and also in violation of Article I, Sections 13 and 19 of the Constitution of the State of Texas.

30. Plaintiff has sustained no injury from the alleged conduct of Defendant.

31. Plaintiff's claims are barred, in whole or in part, because Defendant's claim-handling practices and all related activities conformed in every respect to accepted industry standards and practices.

32. Plaintiff's claims are barred, in whole or in part, because Defendant would show that there is an inherent mutual duty of good faith in the agreements related to this action and that Plaintiff may have failed to act in good faith.

33. There has been no reasonable showing by evidence in the record or proffered by Plaintiff which would provide a reasonable basis for recovery of punitive damages as required by Section 41.003 of the Texas Civil Practice & Remedies Code, therefore, that claim should not be allowed to proceed and should be dismissed and in all respects subject to the limitations set forth

in Chapter 41 of the Texas Civil Practice & Remedies Code.

34. Plaintiff is not entitled to the recovery of attorney's fees and has failed to provide the statutory notices required to show entitlement to the same.

35. Plaintiff's claims for attorney's fees are barred in whole or in part because Plaintiff made an unreasonably excessive demand upon Defendant.

36. Plaintiff's claims for attorney's fees are barred in whole or in part because Plaintiff made an excessive demand upon Defendant in bad faith.

37. Defendant expressly reserves and preserves any and all rights it may have under the Policy or otherwise including, but not limited to, any right they may have to seek appraisal of the claims at issue.

#### **IV.** **REQUESTS FOR DISCLOSURE**

38. Pursuant to Rule 194, Plaintiff is requested to disclose, within 30 days of service of this request, the information or material described in Rule 194.2(a)-(i).

Respectfully submitted,

**EDISON, McDOWELL & HETHERINGTON LLP**

By: /s/ Bradley J. Aiken

Bradley J. Aiken

State Bar No. 24059361

Anne Kathryn Hunter

State Bar No. 24104002

First City Tower

1001 Fannin Street, Suite 2700

Telephone: 713-337-5580

Facsimile: 713-337-8850

Brad.aiken@emhllp.com

Annekathryn.hunter@emhllp.com

*ATTORNEYS FOR DEFENDANT*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served on October 30, 2017, on the following counsel of record by eServe:

Robert A. Pollom  
Jake S. Rogiers  
Ketterman Rowland & Westlund  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232  
Phone: (210) 490-7402  
Fax: (210) 490-8372  
[Robert@krwlawyers.com](mailto:Robert@krwlawyers.com)  
[jake@krwlawyers.com](mailto:jake@krwlawyers.com)

*/s/ Anne Kathryn Hunter*

\_\_\_\_\_  
Anne Kathryn Hunter



# EXHIBIT D

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

JUAN GARCIA,

Plaintiff,

v.

AMERICAN SECURITY INSURANCE  
COMPANY,

Defendant.

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CIVIL ACTION NO. \_\_\_\_\_

**AFFIDAVIT OF ANNE KATHRYN HUNTER**

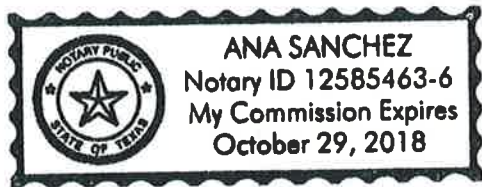
BEFORE ME, the undersigned authority, personally appeared ANNE KATHRYN HUNTER who, being duly sworn, deposed as follows:

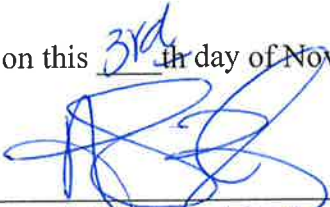
1. My name is Anne Kathryn Hunter. I am over the age of 21 years, of sound mind, and I am fully competent to testify to the matters set forth herein. I have personal knowledge of the statements contained herein and the facts stated herein are true and correct.
2. I am an attorney with the law firm Edison, McDowell & Hetherington LLP ("EMH"), licensed to practice in the State of Texas.
3. Attached as Exhibit 1 is a true and correct copy of a Lexis Nexis Accurint Comprehensive Address Report on 1103 W Mariposa Dr., San Antonio, TX 78201-2909, run by EMH.
4. The attached records are kept by EMH in the regular course of business and are in my custody or subject to my control, supervision or direction. In the regular course of business the attached records were created by searching the Lexis Nexis database. The records were made at or near the time when the acts, events, conditions and other information contained therein occurred, were observed or rendered. The records attached hereto are the originals or exact duplicates of the originals.

Further Affiant sayeth not.

  
Anne Kathryn Hunter

SWORN TO AND SUBSCRIBED BEFORE ME on this 3rd day of November, 2017.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: 10/29/18

# EXHIBIT D-1

## National Comprehensive Report



**Important:** The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State. The criminal record data in this product or service may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected.

Accurint does not constitute a "consumer report" as that term is defined in the federal Fair Credit Reporting Act, 15 USC 1681 et seq. (FCRA). Accordingly, Accurint may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA.

**Your DPPA Permissible Use:** Civil, Criminal, Administrative, or Arbitral Proceedings

**Your GLBA Permissible Use:** Fraud Prevention or Detection

**Your DMF Permissible Use:** No Permissible Purpose

## National Comprehensive Report

**Date:** 10/31/17

**Reference Code:** 3054.000092

**Report Legend:**

- Shared Address



- Deceased



- Probable Current Address

**Report processed by:**

EDISON MCDOWELL & HETHERINGTON LLP  
3200 SOUTHWEST FWY STE 2100

7133375580 Main Phone

**Comprehensive Report Summary:**

Names Associated With Subject:

10 Found

Others Associated With Subjects SSN:

None Found

Bankruptcies:

None Found

Liens and Judgments:

None Found

UCC Filings:

None Found

Phones Plus:

None Found

Email Address:

6 Found

People at Work:

1 Found

Driver's License:

9 Found

Address(es) Found:

0 Verified and 19 Non-Verified Found

Possible Properties Owned:

2 Found

Motor Vehicles Registered:

7 Found

Watercraft:

None Found

FAA Certifications:

None Found

FAA Aircrafts:

None Found

## National Comprehensive Report

Possible Criminal Records:  
 8 Found  
 Sexual Offenses:  
 None Found  
 Florida Accidents:  
 None Found  
 Professional Licenses:  
 None Found  
 Voter Registration:  
 None Found  
 Hunting/Fishing Permit:  
 None Found  
 Concealed Weapons Permit:  
 None Found  
 DEA Controlled Substances:  
 None Found

**Subject Information: (Best Information for Subject)**

**Name:** JOHN R GARCIA DOB [REDACTED] 1962  
**SSN:** [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
**Age:** 55

**Names Associated With Subject:**

JOHN GARCIA LexID: 891169982 DOB [REDACTED]/1962  
 [REDACTED] issued in Texas between 1/1/1978 and 12/31/1979  
 JOHN J GARCIA LexID: 891169982 DOB [REDACTED]/1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 JUAN R GARCIA LexID: 891169982 DOB: [REDACTED]/1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 GARCIA JUAN RAUL LexID: 891169982 DOB: [REDACTED]/1962  
 [REDACTED] xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 R GARCIAJUAN LexID: 891169982 DOB: [REDACTED]/1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 JUAN RAUL GARCIA LexID: 891169982 DOB: [REDACTED] 1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 JUAN RAUL GARCIA LexID: 891169982 DOB [REDACTED] 1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 JUAN GARCIA LexID: 891169982 DOB [REDACTED]/1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 JUAN RAUL GARCIA LAREDO LexID: 891169982 DOB: [REDACTED]/1962  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979  
 RAUL J GARCIA LexID: 891169982 DOB [REDACTED]  
 [REDACTED]-xxxx issued in Texas between 1/1/1978 and 12/31/1979

**Others Associated With Subjects SSN:**

(DOES NOT usually indicate any type of fraud or deception)  
 [None Found]

**Address Summary:**

1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY (Apr 1995 - Oct 2017)  
 PO BOX 830928, SAN ANTONIO, TX 78283-0928, BEXAR COUNTY (Nov 2004 - Oct 2013)  
 1103 SAN FRANCISCO, SAN ANTONIO, TX 78201-4637, BEXAR COUNTY (Feb 2008 - Apr 2009)  
 830928, SAN ANTONIO, TX 78283, BEXAR COUNTY (Nov 2004 - Apr 2009)  
 310 DENVER BLVD, SAN ANTONIO, TX 78210-1905, BEXAR COUNTY (Sep 1995 - Aug 2004)  
 414 S SABINAS ST, SAN ANTONIO, TX 78207-4222, BEXAR COUNTY (Apr 1987 - Jan 2003)  
 103 W MARIPOSA DR APT, SAN ANTONIO, TX 78212-1506, BEXAR COUNTY (Jun 1995 - Dec 2002)  
 1710 N PULASKI RD APT B, CHICAGO, IL 60639-4914, COOK COUNTY (Nov 2002)  
 102 AVONDALE AVE, SAN ANTONIO, TX 78223-2504, BEXAR COUNTY (Apr 2001)  
 327 NORIA ST, SAN ANTONIO, TX 78207-7660, BEXAR COUNTY (May 1996 - Aug 2000)  
 215 W BROADVIEW DR APT 2624, SAN ANTONIO, TX 78228-2811, BEXAR COUNTY (Nov 1992 - May 1998)  
 102 MARSHALL ST, SAN ANTONIO, TX 78212-5546, BEXAR COUNTY (Apr 1987 - Dec 1997)  
 414 GREEN MEADOW BLVD, SAN ANTONIO, TX 78213-3714, BEXAR COUNTY (Jan 1994)  
 PO BOX 52885, KNOXVILLE, TN 37950-2885, KNOX COUNTY (May 1993 - Nov 1993)  
 137 MOJAVE ST, SAN ANTONIO, TX 78228, BEXAR COUNTY (Aug 1993)

## National Comprehensive Report

215 BROADWAY ST APT, SAN ANTONIO, TX 78205-1923, BEXAR COUNTY (Nov 1992 - Dec 1992)  
 130 E QUINCY AVE, KNOXVILLE, TN 37917-5201, KNOX COUNTY (Jan 1992 - Nov 1992)  
 3815 PARKDALE ST APT, SAN ANTONIO, TX 78229-2031, BEXAR COUNTY (Sep 1992)  
 5115 GRAY BUFFALO ST, SAN ANTONIO, TX 78242-3116, BEXAR COUNTY (Dec 1990 - Dec 1991)

**Active Address(es):**

[None Found]

**Previous And Non-Verified Address(es):**

1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY (Apr 1995 - Oct 2017)

**Name Associated with Address:**

JUAN R GARCIA

**Current Residents at Address:**

JOHN R GARCIA  
 TERESA LISERA GARZA  
 JOSE LUIS GARZA  
 MICHELLE GARZA  
 STEVEN ANTHONY MACIEL  
 MARIA QUINTERO  
 ASHLEY ANN NICOLE MACUMBA

**Current phones listed at this address:**

[REDACTED]-5593 - CDT QUINTERO MARIA  
 [REDACTED]-8987

**Property Ownership Information for this Address****Property:**

Parcel Number - 09707-147-0070  
 Book - 12038  
 Page - 1043  
 Owner Name: JUAN GARCIA LexID: 891169982  
 Property Address - 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Owner Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Sale Date - 04/05/2006  
 Loan Amount - \$4,573  
 Loan Type - PRIVATE PARTY LENDER  
 Data Source - A

PO BOX 830928, SAN ANTONIO, TX 78283-0928, BEXAR COUNTY (Nov 2004 - Oct 2013)

**Name Associated with Address:**

JOHN J GARCIA

**Current Residents at Address:**

MARY T GARCIA

1103 SAN FRANCISCO, SAN ANTONIO, TX 78201-4637, BEXAR COUNTY (Feb 2008 - Apr 2009)

**Name Associated with Address:**

JUAN GARCIA

**Current Residents at Address:**

MARIA DELREFUGIO MANCILLAS  
 CESAR G MATA JR  
 [REDACTED]-4013

**Property Ownership Information for this Address****Property:**

Parcel Number - 07188-015-0120  
 Book - 7544  
 Page - 1534  
 Owner Name: ISMAEL GARCIA LexID: 54414672226  
 Property Address: - 1103 SAN FRANCISCO, SAN ANTONIO, TX 78201-4637, BEXAR COUNTY  
 Sale Date - 05/02/1996  
 Land Usage - SFR  
 Total Market Value - \$69,930  
 Assessed Value - \$69,930  
 Land Value - \$16,000  
 Improvement Value - \$53,930  
 Land Size - 8,000 Square Feet  
 Year Built - 1939  
 Seller Name: ESTELA M ESPINOZA LexID: 90887142  
 Legal Description - NCB 7188 BLK 15 LOT 12  
 Data Source - A

830928, SAN ANTONIO, TX 78283, BEXAR COUNTY (Nov 2004 - Apr 2009)

**Name Associated with Address:**

JUAN R GARCIA

## National Comprehensive Report

310 DENVER BLVD, SAN ANTONIO, TX 78210-1905, BEXAR COUNTY (Sep 1995 - Aug 2004)

**Name Associated with Address:**

JUAN R GARCIA

**Current Residents at Address:**

RUBEN ALEXANDER CARRILLO JR

MANUEL GARCIA RICO

CARLOS GARZA VASQUEZ

IRENE GARZA VASQUEZ

LAURA CHRISTINE VASQUEZ

**Property Ownership Information for this Address****Property:**

Parcel Number - 01629-054-0110

Owner Name: EVANGELINE R VASQUEZ LexID: 111977240875

Property Address: - 310 DENVER BLVD, SAN ANTONIO, TX 78210-1905, BEXAR COUNTY

Total Market Value - \$39,840

Assessed Value - \$39,840

Land Value - \$7,630

Improvement Value - \$32,210

Land Size - 7,000 Square Feet

Year Built - 1920

Legal Description - NCB 1629 BLK 54 LOT 11 &amp; 12

Data Source - A

414 S SABINAS ST, SAN ANTONIO, TX 78207-4222, BEXAR COUNTY (Apr 1987 - Jan 2003)

**Name Associated with Address:**

JOHN R GARCIA

**Current Residents at Address:**

EDGAR ANTONIO ALVARADO

MARTHA R RANGLE-GARCIA

AGUSTIN M VILLEGAS

ACELA L LOPEZ

GUADALUPE ROJAS VILLEGAS

GERMAN MENDOZA

ERICA JUDITH FELIX

MARGARITA MARTINEZ

ERIKA FELIX

ERIKAM GARCIA

**Current phones listed at this address:**

[REDACTED] -3713 - CDT LOPEZ MARIA

[REDACTED] -8987

**Property Ownership Information for this Address****Property:**

Parcel Number - 02366-007-0061

Book - 10119

Page - 1154

Owner Name: JOSE ALFREDO LOPEZ LexID: 1545328431

Property Address: - 414 S SABINAS ST, SAN ANTONIO, TX 78207-4222, BEXAR COUNTY

Sale Date - 06/27/2003

Sale Price - \$18,620

Land Usage - SFR

Total Market Value - \$50,390

Assessed Value - \$50,390

Land Value - \$5,800

Improvement Value - \$44,590

Land Size - 3,100 Square Feet

Year Built - 1920

Seller Name: DANIEL D FLORES LexID: 111674100437

Legal Description - NCB 2366 BLK 7 LOT N 62 FT OF 6

Loan Amount - \$14,000

Loan Type - PRIVATE PARTY LENDER

Lender Name - PENA ALEX A

Data Source - A

103 W MARIPOSA DR APT, SAN ANTONIO, TX 78212-1506, BEXAR COUNTY (Jun 1995 - Dec 2002)

**Name Associated with Address:**

JOHN GARCIA

[REDACTED] -8987

1710 N PULASKI RD APT B, CHICAGO, IL 60639-4914, COOK COUNTY (Nov 2002)

**Name Associated with Address:**

JUAN R GARCIA

**Property Ownership Information for this Address****Property:**



## National Comprehensive Report

Parcel Number - 13-34-422-030-0000  
 Owner Name: ARTURO LOPEZ LexID: 195227945314  
 Property Address: - 1710 N PULASKI RD, CHICAGO, IL 60639-4914, COOK COUNTY  
 Sale Date - 01/12/2017  
 Sale Price - \$230,000  
 Subdivision Name - GARFIELD  
 Assessed Value - \$38,099  
 Land Size - 3,625 Square Feet  
 Year Built - 1896  
 Seller Name: DIEP T TRUONG LexID: 193236530408  
 Loan Amount - \$225,834  
 Loan Type - FEDERAL HOUSING AUTHORITY  
 Lender Name - LEND SMART MTG LLC  
 Data Source - A

102 AVONDALE AVE, SAN ANTONIO, TX 78223-2504, BEXAR COUNTY (Apr 2001)

**Name Associated with Address:**

JUAN R GARCIA

**Current Residents at Address:**

WILLIAM MICHAEL SCHULTZ  
 VICTOR GERARDO QUINTAS

**Property Ownership Information for this Address****Property:**

Parcel Number - 07629-004-0023  
 Book - 13258  
 Page - 217  
 Owner Name: FRANCISCO PEREZ LexID: 194018197683  
 Owner Name 2: INEZ VILLARREAL  
 Property Address: - 102 AVONDALE AVE, SAN ANTONIO, TX 78223-2504, BEXAR COUNTY  
 Sale Date - 12/07/2007  
 Land Usage - SFR  
 Subdivision Name - TEMPLE HILL ADD BL 7629 SEC A  
 Total Market Value - \$38,200  
 Assessed Value - \$38,200  
 Land Value - \$9,710  
 Improvement Value - \$28,490  
 Land Size - 5,750 Square Feet  
 Year Built - 1925  
 Seller Name: REGINA K FLORES LexID: 827340855  
 Legal Description - NCB 7629 BLK 4 LOT N 115 FT OF 2  
 Data Source - A

327 NORIA ST, SAN ANTONIO, TX 78207-7660, BEXAR COUNTY (May 1996 - Aug 2000)

**Name Associated with Address:**

JUAN R GARCIA

**Current Residents at Address:**

CARMEN CELESTE RIOS  
 RAUL SALDANA  
 CARMEN SALDANA  
 GREGORY GAVIN ERNEST HERNANDEZ  
 BIANCA DAVILA  
 CARMEN SALDANA

**Property Ownership Information for this Address****Property:**

Parcel Number - 06870-024-0190  
 Book - 11572  
 Page - 1796  
 Owner Name: JEFFREY HELLER LexID: 112339679212  
 Property Address: - 327 NORIA ST, SAN ANTONIO, TX 78207-7660, BEXAR COUNTY  
 Sale Date - 08/05/2005  
 Land Usage - SFR  
 Total Market Value - \$28,710  
 Assessed Value - \$28,710  
 Land Value - \$6,920  
 Improvement Value - \$21,790  
 Land Size - 3,760 Square Feet  
 Year Built - 1954  
 Seller Name: DAVID MCKAY LexID: 111722117950  
 Legal Description - NCB 6870 BLK LOT 19  
 Data Source - A

215 W BROADVIEW DR APT 2624, SAN ANTONIO, TX 78228-2811, BEXAR COUNTY (Nov 1992 - May 1998)

**Name Associated with Address:**

## National Comprehensive Report

JUAN R GARCIA

**Property Ownership Information for this Address****Property:**

Parcel Number - 11529-001-0571  
 Owner Name: BROADVIEW APARTMENTS  
 Property Address: - 215 W BROADVIEW DR, SAN ANTONIO, TX 78228-2859, BEXAR COUNTY  
 Subdivision Name - BROADVIEW SUB BL 11529  
 Total Market Value - \$4,950,000  
 Assessed Value - \$4,950,000  
 Land Value - \$532,440  
 Improvement Value - \$4,417,560  
 Land Size - 322,692 Square Feet  
 Year Built - 1976  
 Legal Description - NCB 11529 BLK A LOT 39  
 Data Source - A

102 MARSHALL ST, SAN ANTONIO, TX 78212-5546, BEXAR COUNTY (Apr 1987 - Dec 1997)

**Name Associated with Address:**

JUAN R GARCIA

[REDACTED]-7077 - CDT A CHOICE FOR WOMEN CENTER

**Property Ownership Information for this Address****Property:**

Parcel Number - 00000-111-0017  
 Owner Name: SAN ANTONIO RIGHT TO  
 Owner Name 2: JIM DELANEY LexID: 166327506709  
 Property Address: - 102 MARSHALL ST, SAN ANTONIO, TX 78212-5546, BEXAR COUNTY  
 Owner Address: 102 MARSHALL ST, SAN ANTONIO, TX 78212-5546, BEXAR COUNTY  
 Legal Description - SAN ANTONIO RIGHT TO LIFE 102 MARSHALL ST FURN FIXT EQPT SUP  
 Data Source - B

414 GREEN MEADOW BLVD, SAN ANTONIO, TX 78213-3714, BEXAR COUNTY (Jan 1994)

**Name Associated with Address:**

JOHN GARCIA

**Current Residents at Address:**

ROBERT SHANE LESTOURGEON

BILLIE J LESTOURGEON

**Current phones listed at this address:**

[REDACTED]-2416 - CDT LE S S

[REDACTED]-5113 - CDT LESTOURGEON BILLIE J

[REDACTED]-8987

**Property Ownership Information for this Address****Property:**

Parcel Number - 12721-006-0020  
 Owner Name: BILLIE JUNE LESTOURGEON LexID: 1506068152  
 Property Address: - 414 GREEN MEADOW BLVD, SAN ANTONIO, TX 78213-3714, BEXAR COUNTY  
 Total Market Value - \$158,120  
 Assessed Value - \$148,660  
 Land Value - \$25,100  
 Improvement Value - \$133,020  
 Land Size - 8,400 Square Feet  
 Year Built - 1963  
 Legal Description - NCB 12721 BLK 6 LOT 2  
 Data Source - A

PO BOX 52885, KNOXVILLE, TN 37950-2885, KNOX COUNTY (May 1993 - Nov 1993)

**Name Associated with Address:**

JUAN R GARCIA

137 MOJAVE ST, SAN ANTONIO, TX 78228, BEXAR COUNTY (Aug 1993)

**Name Associated with Address:**

JOHN GARCIA

215 BROADWAY ST APT, SAN ANTONIO, TX 78205-1923, BEXAR COUNTY (Nov 1992 - Dec 1992)

**Name Associated with Address:**

JOHN GARCIA

**Current Residents at Address:**

JESSICA C DURAN

KENNETH MARTIN GRAVES

RENE LYNE CLARK

**Property Ownership Information for this Address****Property:**

Parcel Number - 92004-446-0650  
 Owner Name: THORN & GRAVES PLLC  
 Property Address: - 215 BROADWAY ST, SAN ANTONIO, TX 78205-1923, BEXAR COUNTY  
 Owner Address: 215 BROADWAY ST, SAN ANTONIO, TX 78205-1923, BEXAR COUNTY

## National Comprehensive Report

Total Market Value - \$26,230

Assessed Value - \$26,230

Legal Description - THORN &amp; GRAVES PLLC 000215 00 BROADWAY ST STE 215 217 219 FURN FIXT EQPT

Data Source - B

130 E QUINCY AVE, KNOXVILLE, TN 37917-5201, KNOX COUNTY (Jan 1992 - Nov 1992)

**Name Associated with Address:**

JUAN R GARCIA

**Current Residents at Address:**

PATRICIA ANN FINE

JOHN ALBERT FINE

DENNIS C SHARP

**Property Ownership Information for this Address****Property:**

Parcel Number - 081KB-005

Book - 2223

Page - 71

Owner Name: PATRICIA A FINE LexID: 488843742

Owner Name 2: JOHN A FINE LexID: 811243235

Property Address: - 130 E QUINCY AVE, KNOXVILLE, TN 37917-5201, KNOX COUNTY

Sale Date - 08/23/1996

Sale Price - \$29,900

Land Usage - SFR

Subdivision Name - OAKWOOD C B ATKINS ADD

Total Market Value - \$51,900

Assessed Value - \$12,975

Land Value - \$8,600

Improvement Value - \$43,300

Land Size - 5,998 Square Feet

Year Built - 1920

Legal Description - SUBDIVISIONNAME OAKWOOD C B ATKINS ADD MAPPLATB 5 MAPPLATP 187 DIMENSIONS 50 X 120

Data Source - A

3815 PARKDALE ST APT, SAN ANTONIO, TX 78229-2031, BEXAR COUNTY (Sep 1992)

**Name Associated with Address:**

JOHN R GARCIA

**Property Ownership Information for this Address****Property:**

Parcel Number - 14446-000-1130

Book - 10668

Page - 999

Owner Name: 3815 PARKDALE LLC

Property Address: - 3815 PARKDALE ST, SAN ANTONIO, TX 78229-2031, BEXAR COUNTY

Sale Date - 04/02/2004

Land Usage - MULTI FAMILY 10 UNITS LESS

Total Market Value - \$1,530,925

Assessed Value - \$1,530,925

Land Value - \$430,070

Improvement Value - \$1,100,855

Land Size - 95,571 Square Feet

Year Built - 1970

Seller Name: TOMMY FARIS LexID: 113789354209

Legal Description - NCB 14446 BLK LOT P-113

Data Source - A

5115 GRAY BUFFALO ST, SAN ANTONIO, TX 78242-3116, BEXAR COUNTY (Dec 1990 - Dec 1991)

**Name Associated with Address:**

JOHN GARCIA

**Current Residents at Address:**

CRISTAL MARTINEZ VAZQUEZ

ALFONSO DELGADO VAZQUEZ SR

JASON M VAZQUEZ

JEASSON MIZAEAL VAZQUEZ

UZIEL B MARTINEZ

**Property Ownership Information for this Address****Property:**

Parcel Number - 15830-030-0260

Book - 9487

Page - 1675

Owner Name: ALFONSO DELGADO VASQUEZ LexID: 2602199288

Property Address: - 5115 GRAY BUFFALO ST, SAN ANTONIO, TX 78242-3116, BEXAR COUNTY

Sale Date - 04/18/2002

Land Usage - SFR

## National Comprehensive Report

Total Market Value - \$86,610  
Assessed Value - \$72,951  
Land Value - \$7,230  
Improvement Value - \$79,380  
Land Size - 6,494 Square Feet  
Year Built - 1978  
Seller Name: SARAI V DOMINGUEZ LexID: 667126400  
Legal Description - NCB 15830 BLK 30 LOT 26  
Data Source - A

### Bankruptcies:

[None Found]

### Liens and Judgments:

[None Found]

### UCC Filings:

[None Found]

### Phones Plus:

[None Found]

### Email Address:

Name: JUAN GARCIA  
LexID: 891169982  
SSN:  
Email Address(es):  
JGARCIA4792@YAHOO.COM

Street Address(es):  
15140 6TH AVE, PHOENIX, IL 60426-2445

Name: JOHN GARCIA  
LexID: 891169982  
SSN: [REDACTED]-xxxx  
Email Address(es):  
GARCIAFROMCHIL@AOL.COM

Street Address(es):  
1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909

Name: JOHN R GARCIA  
LexID: 891169982  
SSN: [REDACTED]-xxxx  
Email Address(es):  
XGARCIA@GMX.COM

Street Address(es):  
1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909

Name: JUAN GARCIA  
LexID: 891169982  
SSN: [REDACTED]-xxxx  
Email Address(es):  
JGARCIA4792@YAHOO.COM

Street Address(es):  
1103 SAN FRANCISCO, SAN ANTONIO, TX 78201-4637

Name: GARCIA RAUL  
LexID: 891169982

## National Comprehensive Report

SSN: [REDACTED]-xxxx  
 Email Address(es):  
 GRCIASSTTAZFFFFF@WWLMAIL.COM

Street Address(es):  
 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909

Name: JOHN GARCIA  
 LexID: 891169982  
 SSN: [REDACTED]-xxxx  
 Email Address(es):  
 ADOLPH\_2001@YAHOO.COM

Street Address(es):  
 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909

**People at Work:*****Maximum 50 People at Work records returned***

Name: JOHN R GARCIA  
 LexID: 891169982  
 SSN: [REDACTED]-xxxx  
 Company: CARRABBAS ITALI  
 Phone:  
 FEIN:  
 Dates:

**Driver's License Information:**

Name: JUAN RAUL GARCIA LAREDO  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED]/1962  
 Potential SSN [REDACTED]  
 Issue Date: 06/27/2017  
 Data Source: Governmental

Name: JUAN RAUL GARCIA LAREDO  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED]/1962  
 Potential SSN [REDACTED]  
 Issue Date: 06/27/2017  
 License Class: Identification Card  
 Data Source: Governmental

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED]/1962  
 Potential SSN : [REDACTED]  
 Issue Date: 05/07/1991  
 License Class: Identification Card  
 Data Source: Governmental

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED]/1962

## National Comprehensive Report

Potential SSN : [REDACTED]  
 Issue Date: 12/11/1979  
 Data Source: Governmental

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED] 1962  
 Potential SSN [REDACTED]  
 License Type: DUPLICATE  
 License Class: Identification Card  
 Data Source: Governmental

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB [REDACTED] 1962  
 Potential SSN : [REDACTED]  
 License Type: RENEWAL  
 License Class: Identification Card  
 Data Source: Governmental

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB [REDACTED] 1962  
 Potential SSN [REDACTED]  
 License Type: DUPLICATE  
 Data Source: Governmental

Name: JUAN R GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB [REDACTED] 1962  
 Potential SSN : [REDACTED]  
 Data Source: Non-Governmental

Name: JUAN R GARCIA  
 LexID: 891169982  
 DL Number: xxxxxxxx  
 State: Texas  
 License Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED] 1962  
 Potential SSN : [REDACTED]  
 Data Source: Non-Governmental

**Possible Properties Owned by Subject:****Property:**

Parcel Number - 09707-147-0070  
 Book - 12038  
 Page - 1043  
 Owner Name: JUAN GARCIA LexID: 891169982  
 Property Address - 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Owner Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Sale Date - 04/05/2006  
 Loan Amount - \$4,573  
 Loan Type - PRIVATE PARTY LENDER  
 Data Source - A

**Property:**

## National Comprehensive Report

Parcel Number - 09707-147-0070  
 Book - 8444  
 Page - 1672  
 Owner Name: JUAN GARCIA LexID: 891169982  
 Owner Name 2: TERRY GARZA GARCIA LexID: 36902737158  
 Property Address: - 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Owner Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 Land Usage - SINGLE FAMILY RESIDENTIAL  
 Subdivision Name - S09707  
 Total Market Value - \$60,080  
 Assessed Value - \$60,080  
 Land Value - \$10,130  
 Improvement Value - \$49,950  
 Land Size - 6451 SF  
 Year Built - 1953  
 Legal Description - NCB 9707 BLK 147 LOT 7  
 Data Source - B

**Motor Vehicles Registered To Subject:****Vehicle:**

Description: 1985 OLDSMOBILE DELTA 88 ROYALE BROUGHAM - SEDAN 4 DOOR  
 VIN: 1G3BY69Y6F9045977  
 Engine: 8 Cylinder 307 Cubic Inch -- Gas Powered  
 Anti Lock Brakes: Not available  
 Air Conditioning: Optional  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Optional  
 Security System: None  
 Roof: None / not available  
 Price: 10968  
 Radio: AM/FM  
 Front Wheel Drive: No  
 Four Wheel Drive: No  
 Tilt Wheel: Optional  
 Data Source: Governmental

*Registrant(s)*

Name: JUAN R GARCIA  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
 License State: TX  
 Latest Registration Date: 08/01/2017  
 Expiration Date: 07/15/2018

**Vehicle:**

Description: 1998 HONDA CIVIC EX - COUPE  
 VIN: 1HGEJ8144WL120783  
 Engine: 4 Cylinder 97 Cubic Inch -- Gas Powered  
 Anti Lock Brakes: 4 wheel optional  
 Air Conditioning: Standard  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Standard  
 Security System: None  
 Roof: Power sun/moon roof  
 Price: 15250  
 Radio: AM/FM  
 Front Wheel Drive: Yes  
 Four Wheel Drive: No  
 Tilt Wheel: Standard  
 Data Source: Governmental

*Registrant(s)*

Name: JUAN R GARCIA  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
 License State: TX


## National Comprehensive Report

Latest Registration Date: 01/18/2017  
 Expiration Date: 12/15/2017

**Vehicle:**

Description: Green 1985 Oldsmobile Delta 88 - Sedan 4 Door  
 VIN: 1G3BY69Y6F9045977  
 State Of Origin: TEXAS  
 Engine: 8 Cylinder 307 Cubic Inch  
 Restraints: Active (manual) belts  
 Anti Lock Brakes: Not available  
 Air Conditioning: Optional  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Optional  
 Security System: None  
 Roof: None / not available  
 Price: 10968  
 Radio: AM/FM  
 Front Wheel Drive: No  
 Four Wheel Drive: No  
 Tilt Wheel: Optional  
 Data Source: Governmental


*Registrant(s)*

Record Type: CURRENT  
 Name: JUAN R GARCIA  
 LexID: 891169982  
 Potential SSN  : [REDACTED]-xxxx  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED] 1962  
 Sex: Unknown  
 Age: 55  
 DL #: xxxxxxxx  
 Tag Number: BWC1299  
 License State: TX  
 Earliest Registration Date: 4/8/2013  
 Latest Registration Date: 8/1/2017  
 Expiration Date: 7/31/2018

**Vehicle:**

Description: Green 1985 Oldsmobile Delta 88 - Sedan 4 Door  
 VIN: 1G3BY69Y6F9045977  
 State Of Origin: TEXAS  
 Engine: 8 Cylinder 307 Cubic Inch  
 Restraints: Active (manual) belts  
 Anti Lock Brakes: Not available  
 Air Conditioning: Optional  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Optional  
 Security System: None  
 Roof: None / not available  
 Price: 10968  
 Radio: AM/FM  
 Front Wheel Drive: No  
 Four Wheel Drive: No  
 Tilt Wheel: Optional  
 Data Source: Governmental

*Owner(s)*

Name: JUAN R GARCIA  
 LexID: 891169982  
 Potential SSN  : [REDACTED]-xxxx  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: [REDACTED] 1962  
 Sex: Unknown



## National Comprehensive Report



Age: 55  
 DL #: xxxxxxxx  
 Title Number: 01531741370114925  
 Title Issue Date: 4/15/2013

*Lien Holder(s)*  
 None

**Vehicle:**

Description: Silver 1998 Honda Civic - Coupe  
 VIN: 1HGEJ8144WL120783  
 State Of Origin: TEXAS  
 Engine: 4 Cylinder 97 Cubic Inch  
 Restraints: Dual front air bags/active belts  
 Anti Lock Brakes: 4 wheel optional  
 Air Conditioning: Standard  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Standard  
 Security System: None  
 Roof: Power sun/moon roof  
 Price: 15250  
 Radio: AM/FM  
 Front Wheel Drive: Yes  
 Four Wheel Drive: No  
 Tilt Wheel: Standard  
 Data Source: Governmental

*Registrant(s)*

Record Type: CURRENT  
 Name: JUAN R GARCIA  
 LexID: 891169982  
 Potential SSN  -xxxx  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY  
 DOB: /1962  
 Sex: Unknown  
 Age: 55  
 DL #: xxxxxxxx  
 Tag Number: GMC7243  
 License State: TX  
 Earliest Registration Date: 11/13/2015  
 Latest Registration Date: 1/18/2017  
 Expiration Date: 12/31/2017

**Vehicle:**

Description: Silver 1998 Honda Civic - Coupe  
 VIN: 1HGEJ8144WL120783  
 State Of Origin: TEXAS  
 Engine: 4 Cylinder 97 Cubic Inch  
 Restraints: Dual front air bags/active belts  
 Anti Lock Brakes: 4 wheel optional  
 Air Conditioning: Standard  
 Daytime Running Lights: Not available  
 Power Steering: Standard  
 Power Brakes: Standard  
 Power Windows: Standard  
 Security System: None  
 Roof: Power sun/moon roof  
 Price: 15250  
 Radio: AM/FM  
 Front Wheel Drive: Yes  
 Four Wheel Drive: No  
 Tilt Wheel: Standard  
 Data Source: Governmental

*Owner(s)*

## National Comprehensive Report

Name: JUAN R GARCIA

LexID: 891169982

Potential SSN : [REDACTED]-xxxx

Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909, BEXAR COUNTY

DOB: [REDACTED]/1962

Sex: Unknown

Age: 55

DL #: xxxxxxxx

Title Number: 01531642319155454

Title Issue Date: 11/20/2015

*Lien Holder(s)*

None

**Vehicle:**

Description: 1978 CHEVROLET 10/1500 - PICKUP

VIN: CCD448F484110

State Of Origin: TEXAS

Data Source: Governmental

*Registrant(s)*

Record Type: HISTORICAL

Name: JUAN RAUL GARCIA

LexID: 891169982

Potential SSN : [REDACTED]-xxxx

Address: 103 W MARIPOSA DR, SAN ANTONIO, TX 78212-1506, BEXAR COUNTY

DOB: [REDACTED]/1962

Sex: Unknown

Age: 55

DL #: xxxxxxxx

Tag Number: BR9480

License State: TX

Earliest Registration Date: 6/1/1995

Latest Registration Date: 6/1/1995

Expiration Date: 5/31/1996

**Watercraft:**

[None Found]

**FAA Certifications:**

[None Found]

**FAA Aircrafts:**

[None Found]

**Possible Criminal Records:****Texas Court:**

Name: JUAN RAUL GARCIA

LexID: 891169982

SSN [REDACTED]xxxx

Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909

State of Origin: Texas

County of Origin: BEXAR

Race: HISPANIC

Sex: Male

Case Number: CC4 699011

**Offenses:****Offense #1**

Offense Date: 07/04/1998

Arrest Date: 03/23/1999

Arresting Agency: BEXAR COUNTY DISTRICT ATTORNEY

Court Case Number: CC4 699011

Court Offense: POSS MARIHUANA 0-2 OZ

Court Disposition: PROB TERMINATED

## National Comprehensive Report

Court Disposition Date: 07/08/1999  
 Court Fine: \$300.00  
 Sentence Date:  
 Sentence  
 Jail: Max: 6 Months  
 Probation:  
 Suspended Time:

**Court Activity:**  
 [NONE FOUND]

**Texas Court:**

Name: JUAN RAUL GARCIA  
 LexID: 891169982  
 SSN: [REDACTED]-xxxx  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
 State of Origin: Texas  
 County of Origin: BEXAR  
 Race: HISPANIC  
 Sex: Male

Case Number: CC9 635000

**Offenses:****Offense #1**

Offense Date: 03/19/1996  
 Arrest Date: 06/25/1996  
 Arresting Agency: BEXAR COUNTY DISTRICT ATTORNEY  
 Court Case Number: CC9 635000  
 Court Offense: DRIVING WHILE LICENSE SUSP/DEN  
 Court Disposition: PG CT-GUILTY  
 Court Disposition Date: 06/25/1996  
 Court Fine: \$100.00  
 Sentence Date:  
 Sentence  
 Jail: Max: 75 Days  
 Probation:  
 Suspended Time:

**Court Activity:**  
 [NONE FOUND]

**Texas Court:**

Name: JUAN R GARCIA  
 LexID: 891169982  
 SSN: [REDACTED]-xxxx  
 Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
 State of Origin: Texas  
 County of Origin: BEXAR  
 DOB: [REDACTED]/1962  
 Race: HISPANIC  
 Sex: Male

Case Number: CC9 624637

**Offenses:****Offense #1**

Offense Date: 01/10/1996  
 Arrest Date: 06/25/1996  
 Arresting Agency: BEXAR COUNTY DISTRICT ATTORNEY  
 Court Case Number: CC9 624637  
 Court Offense: DRIVING WHILE LICENSE SUSP/DEN  
 Court Disposition: NOLO CT-GUILTY  
 Court Disposition Date: 03/07/1996  
 Court Fine: \$100.00  
 Sentence Date:  
 Sentence  
 Jail: Max: 75 Days  
 Probation:  
 Suspended Time:

## National Comprehensive Report

**Court Activity:**  
[NONE FOUND]

**Texas Court:**

Name: JUAN RAUL GARCIA  
LexID: 891169982  
SSN: [REDACTED]-xxxx  
Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
State of Origin: Texas  
County of Origin: BEXAR  
Race: HISPANIC  
Sex: Male

Case Number: CC1 608654

**Offenses:****Offense #1**

Offense Date: 06/21/1995  
Arrest Date: 06/21/1995  
Arresting Agency: BEXAR COUNTY DISTRICT ATTORNEY  
Court Case Number: CC1 608654  
Court Offense: DRIVING WHILE LICENSE SUSP/DEN  
Court Disposition: PG CT-GUILTY  
Court Disposition Date: 07/20/1995  
Court Fine: \$100.00  
Sentence Date:  
Sentence  
Jail: Max: 90 Days  
Probation:  
Suspended Time:

**Court Activity:**  
[NONE FOUND]

**Texas Court:**

Name: JUAN R GARCIA  
LexID: 891169982  
SSN: [REDACTED]-xxxx  
Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
State of Origin: Texas  
County of Origin: BEXAR  
DOB: [REDACTED] 1962  
Race: HISPANIC  
Sex: Male

Case Number: CR1 568738

**Offenses:****Offense #1**

Offense Date: 02/05/1994  
Arrest Date: 06/21/1995  
Arresting Agency: BEXAR COUNTY DISTRICT ATTORNEY  
Court Case Number: CR1 568738  
Court Offense: DRIVING WHILE INTOXICATED 2ND  
Court Disposition: PG CT-GUILTY  
Court Disposition Date: 02/28/1994  
Court Fine: \$350.00  
Sentence Date:  
Sentence  
Jail: Max: 6 Months  
Probation:  
Suspended Time:

**Court Activity:**  
[NONE FOUND]

**Texas Court:**

Name: JUAN R GARCIA  
LexID: 891169982

National Comprehensive Report

SSN [REDACTED]xxxx  
Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
State of Origin: Texas  
County of Origin: BEXAR  
DOB: [REDACTED]/1962  
Race: HISPANIC  
Sex: Male

Case Number: CR1 568739

**Offenses:**

**Offense #1**

Offense Date: 02/05/1994  
Arrest Date: 02/05/1994  
Court Case Number: CR1 568739  
Court Offense: DRIVING WHILE PRIVILEGE SUSP  
Court Disposition: DSMD-GLTY DIFF CHG  
Court Disposition Date: 02/28/1994

**Court Activity:**

[NONE FOUND]

**Texas Court:**

Name: JUAN RAUL GARCIA  
LexID: 891169982  
SSN [REDACTED]-xxxx  
Address: 1103 W MARIPOSA DR, SAN ANTONIO, TX 78201-2909  
State of Origin: Texas  
County of Origin: BEXAR  
Race: HISPANIC  
Sex: Male

Case Number: CR7 416724

**Offenses:**

**Offense #1**

Offense Date: 08/19/1988  
Arrest Date: 08/14/1989  
Court Case Number: CR7 416724  
Court Offense: DRIVING WHILE INTOXICATED 1ST  
Court Disposition: PG CT-GUILTY  
Court Disposition Date: 10/07/1988  
Court Fine: \$100.00  
Sentence Date:  
Sentence  
Jail: Max: 30 Days  
Probation:  
Suspended Time:

**Court Activity:**

[NONE FOUND]

**Texas Court:**

Name: JUAN R GARCIA  
LexID: 891169982  
SSN [REDACTED]xxxx  
Aliases: JOHN R GARCIA JUAN RAUL GARCIA  
State of Origin: Texas  
DOB: [REDACTED]/1962  
Race: WHITE  
Sex: Male  
Eyes: BROWN  
Height: 5' 01"  
Weight: 148

**Offenses:**

**Offense #1**

Arrest Date: 10/19/1991

## National Comprehensive Report

Arresting Agency: BANDERA CO SO BANDERA  
Court Offense: MAKING ALCOHOL AVAILABLE TO MINOR  
Court Disposition: CONVICTED

### Offense #2

Arrest Date: 08/19/1988  
Arresting Agency: SAN ANTONIO POLICE DEPT  
Court Offense: DWI  
Court Disposition: CONVICTED  
Court Disposition Date: 10/07/1988  
Sentence Date:  
Sentence  
Jail:  
Probation: Max: 2 Years  
Suspended Time:

**Court Activity:**  
[NONE FOUND]

**Sexual Offenses:**  
[None Found]

**Florida Accidents:**  
[None Found]

**Professional License(s):**  
[None Found]

**Voter Registration:**  
[None Found]

**Hunting/Fishing Permit:**  
[None Found]

**Concealed Weapons Permit:**  
[None Found]

**Firearms and Explosives:**  
[None Found]

**Fictitious Businesses:**  
[None Found]

**DEA Controlled Substances:**  
[None Found]

# EXHIBIT E

**AFFIDAVIT OF CARMEN COLLAZO**

STATE OF FLORIDA       )  
                                      )  
COUNTY OF MIAMI DADE )

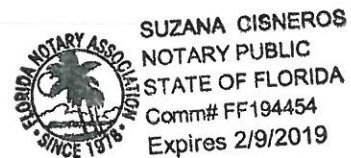
I, Carmen Collazo, Claims Director for American Security Insurance Company, after being duly sworn by the undersigned notary public, state that I am over the age of 21, of sound mind, and fully competent and duly authorized to make this statement on behalf of Standard Guaranty Insurance Company. American Security Insurance Company is a Delaware corporation with its principal place of business in Atlanta, Georgia.

*Carmen Collazo*  
Carmen Collazo

Subscribed and sworn to before me on this 26 day of October, 2017.

*[Signature]*  
Notary Public, for State of Florida

Printed Name: SUZANA CISNEROS





# EXHIBIT F



Greg Allen TX  
Kevin S. Baker TX  
Philip G. Bernal\* TX  
Perry J. Dominguez II TX  
Taylor W. Harper TX  
Joshua S. Hatley TX  
Kris Hufstetter TX  
David M. Kelner TX, WA, AZ

Douglas D. Ketterman\* TX, WA  
Matthew D. Ketterman TX, WA  
Brannan M. Kucera TX, WA  
DeeDee Marrufo TX  
Chris Mazzola TX  
Jay Moore TX  
Robert E. Mulhearn III TX  
Robert A. Pollom TX

Courtney R. Potter TX  
Jake S. Rogiers TX  
Michael R. Rowland TX  
Brian C. Steward\* TX  
Cole Thompson TX  
Ryan A. Todd TX, WA  
R. Scott Westlund TX

\*Board Certified - Personal Injury Trial Law Texas Board of Legal Specialization

June 6, 2017

American Security Insurance Company  
PO Box 50355  
Atlanta, GA 30302

**VIA CMRR:70163010000074732751**

Re: Insured: Juan Garcia  
Claim: 00200877046  
Policy: MLR803356101

Dear Sir/Madam:

This firm represents Mr. Juan Garcia in connection with the above-referenced claim, under his insurance policy (the "policy"), for damages to his property sustained as a result of a loss covered under the policy and for which your client opened a claim (the "loss").

Mr. Garcia purchased a policy of insurance from your client or from your client's representatives. It was represented to our client that this policy of insurance was in full force and effect for the policy period, and that any and all claims made by the insured would be handled in a manner consistent with the guidelines set forth in the Texas Insurance Code. Our client is also a "person" under the Texas Insurance Code with standing to bring claims under the Texas Insurance Code.

As you know, Mr. Garcia has made claims under the policy of insurance sold to him by your client. It has been requested that representatives of your client conduct an immediate and thorough investigation of the hail and/or wind damage and claims made by the insured. The presence of hail and/or wind damage also implicates damages and costs for testing, evaluation, and repair of the premises.

To date, the handling of the claims for damage has resulted in significant problems for our client. American Security Insurance Company assigned the claim to an adjuster, and despite being given authority and instructions to inspect, adjust and evaluate the claim, the adjuster failed to properly inspect the property and the damages. Further, both the adjuster and your client failed to request information, failed to adequately investigate the claim, failed to respond to requests for information from the insured, failed to timely evaluate the claim, and failed to timely estimate the claim. As well, the adjuster failed to timely and properly report to your client and make recommendations to your client regarding payment. As a result, Mr. Garcia had his claim delayed and now your client has denied full, appropriate payment for the damages.

MAIN OFFICE - SAN ANTONIO  
16500 SAN PEDRO #302  
SAN ANTONIO, TX 78232  
P: (210) 490-4357  
F: (210) 490-8373

ARLINGTON  
104 PINE ST STE 301  
ARLINGTON, TX 79601  
P: (817) 437-4124  
F: (817) 437-3857

AUSTIN  
701 BRACON ST #710  
AUSTIN, TX 78701  
P: (855) 579-5299  
F: (888) 916-1717

BEAUMONT  
733 S 11TH ST #270  
BEAUMONT, TX 77701  
P: (855) 579-5299  
F: (888) 916-1717

HOUSTON  
4801 WOODWAY #155  
HOUSTON, TX 77056  
P: (855) 579-5299  
F: (888) 916-1717

LAKE CHARLES  
427 KIRBY ST  
LAKE CHARLES, LA 70601  
P: (855) 579-5299  
F: (888) 916-1717

PHILADELPHIA  
1500 JFK BLVD #1710  
PHILADELPHIA, PA 19102  
P: (855) 579-5299  
F: (888) 916-1717

American Security Insurance Company  
 June 6, 2017  
 Page 3 of 4

Furthermore, because of these violations of the Texas Insurance Code, our client is entitled to recover attorney's fees.

### **Breach of Duty of Good Faith and Fair Dealing: Bad Faith**

In addition, your client violated the duty of good faith and fair dealing by refusing to pay the claims in question even though it knew or should have known that it was reasonably clear the claims were covered. Your client's breach of the duty of good faith and fair dealing has proximately caused injury and damage to our client.

### **Breach of Contract**

Moreover, by failing to pay benefits under the policy of insurance, your client breached the contract of insurance that existed between it and our client. As a result, our client is entitled to recover actual damages, consequential damages and attorney's fees pursuant to §38.001 of the Texas Civil Practice & Remedies Code because of your client's breach of contract.

Accordingly, please allow this correspondence to constitute notice under the Texas Insurance Code of the claim against your clients. Please allow this correspondence to also serve as notice pursuant to Chapter 38.001 of the Texas Civil Practice & Remedies Code.

The damages suffered by our client to date include:

<b>CONTRACTUAL</b>		
K Amount Owed		\$ 33,186.89
18% P&I	0.7	\$ 4,181.55
10% PJI		\$ 2,615.79
Attorney Fees		\$ 26,656.15
Depreciation		
Total		\$ 66,640.38
<b>Extra Contractual</b>		
Mental Anguish		\$ 5,000.00
Treble Damages		\$ 66,373.78
Attorney Fees		\$ 47,582.52
Total		\$118,956.30
<b>Full Verdict Value</b>		
		\$ 185,596.68

The additional damages are included because the conduct by your client constitutes a "knowing" violation of the Texas Insurance Code, and such a finding allows the imposition of treble damages.

American Security Insurance Company  
June 6, 2017  
Page 4 of 4

**Please be advised that I would recommend to my client that he accept \$97,000.00 as full and complete settlement of his claim. Of course, we reserve the right to adjust this amount to conform to the information and additional evidence that will be available to us at the time of trial.**

Attached please find the estimate prepared for our client's outlining the damages as a result of the covered loss. Your client has a claim file wherein it has documented the facts surrounding the claim, and which contains its adjuster's notes and estimate(s), among other things. It is requested that you produce all non-privileged portions of the claim file and our client's policy at this time if you have not already done so.

**This correspondence is an offer of settlement under Rule 408 of the Texas Rules of Evidence and is not admissible for any purpose.** The purpose of this correspondence is to encourage you to resolve this claim in a fair and equitable manner.

Should you fail to accept this offer of settlement in full within 60 days, said offer will be deemed to have automatically expired.

Thank you for your cooperation and attention to this matter. I look forward to hearing from you in the near future.

Respectfully,

*/s/ Robert A. Pollom*

Robert A. Pollom

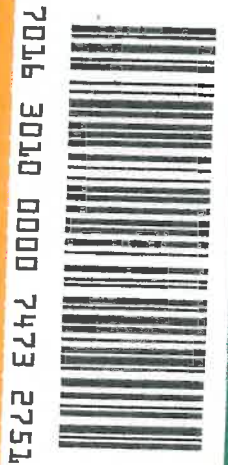
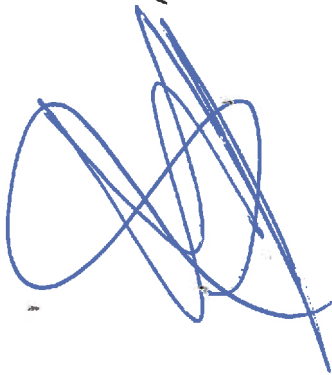
RAP/et

KETTERMAN | ROWLAND | WESTLUND

Ketterman Rowland & Westlund  
16500 San Pedro, Suite 302  
San Antonio, TX 78232



American Security Insurance Company  
PO Box 50355  
Atlanta, GA 30302



# EXHIBIT G



## Case #2017CI16614

Name: JUAN GARCIA

Date Filed : 08/31/2017

Case Status : PENDING

Litigant Type : PLAINTIFF

Court : 438

Docket Type : DEBT/CONTRACT

Business Name :

Style : JUAN GARCIA

Style (2) : vs AMERICAN SECURITY INSURANCE COMPANY

## Case History

Currently viewing 1 through 6 of 6 records

Sequence	Date Filed	Description
P00005	10/30/2017	ORIGINAL ANSWER OF AMERICAN SECURITY INSURANCE COMPANY
S00001	9/11/2017	CITATION AMERICAN SECURITY INSURANCE COMPANY ISSUED: 9/11/2017 RECEIVED: 9/13/2017 EXECUTED: 10/6/2017 RETURNED: 10/9/2017
P00004	9/6/2017	EMAILED COPY OF: PETITION TO; EDISON, MCDOWELL & HETHERIN GTON LLP
P00003	9/6/2017	REQUEST FOR NON-CERTIFIED COPY OF PETITION
P00002	8/31/2017	SERVICE ASSIGNED TO CLERK 1
P00001	8/31/2017	PET FOR HAIL DAMAGE RESIDENTIAL



# EXHIBIT H

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**DEFENDANTS**

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         | PTF                        | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS

SAN ANTONIO DIVISION

Supplement to JS 44 Civil Cover Sheet  
Cases Removed from State District Court

This form must be filed with the Clerk's Office no later than the **first business day** following the filing of the Notice of Removal. Additional sheets may be used as necessary.

The attorney of record for the removing party **MUST** sign this form.

**STATE COURT INFORMATION:**

1. Please identify the court from which the case is being removed; the case number; and the complete style of the case.

438th Judicial District Court of Bexar County, Texas: No. 2017CI16614; Juan Garcia v. American Security Insurance Company

2. Was jury demand made in State Court? Yes ☒ No ☐

If yes, by which party and on what date?

Plaintiff Juan Garcia

8/31/2017

Party Name

Date

**STATE COURT INFORMATION:**

1. List all plaintiffs, defendants, and intervenors still remaining in the case. Also, please list the attorney(s) of record for each party named and include the attorney's firm name, correct mailing address, telephone number, and fax number (including area codes).

Plaintiff Juan Garcia  
Robert A. Pollom  
Jake S. Rogiers  
Ketterman, Rowland & Westlund  
16500 San Pedro, Suite 302  
San Antonio, Texas 78232  
Phone: (210) 490-7402  
Fax: (210) 490-8372

Defendant American Security Insurance Company  
Bradley J. Aiken  
Edison, McDowell & Hetherington, LLP  
1001 Fannin Street, Suite 2700  
Houston, Texas 77002  
Phone: (713) 337-5580  
Fax: (713) 337-8850

2. List all parties that have not been served at the time of the removal, and the reason(s) for non-service.

None

3. List all parties that have been non-suited, dismissed, or terminated, and the reason(s) for their removal from the case.

None

**COUNTERCLAIMS, CROSS-CLAIMS, and/or THIRD-PARTY CLAIMS:**

1. List separately each counterclaim, cross-claim, or third-party claim still remaining in the case and designate the nature of each such claim. For each counterclaim, cross-claim, or third-party claim, include all plaintiffs, defendants, and intervenors still remaining in the case. Also, please list the attorney(s) of record for each party named and include the attorney's firm name, correct mailing address, telephone number, and fax number (including area codes).

None

**VERIFICATION:**

/s/ Bradley J. Aiken

Attorney for Removing Party

10/31/2017

Date

Defendant American Security Insurance Company

Party/Parties